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AGREEMENT

THE TOWNSHIP OF GROSSE ILE

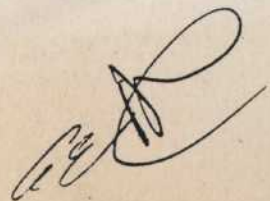
AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES

COUNCIL 25, LOCAL UNION CHAPTER 292

APRIL 1, 1995 - MARCH 31, 1998

Grosse Ile, Township of



This agreement is entered into on this 25 day of Nov. 1996, between the Township of Grosse Ile, Michigan (hereinafter referred to as the Employer) and the local Union Chapter of Grosse Ile, Michigan Local No. 292, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the Union).

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REVISED (10/22/97)
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ARTICLE 1
PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the employer, employees and the union. The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community. To these ends the employer and the union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2
RECOGNITION

2.1 Pursuant to, and in accordance with, all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the employer does hereby recognize the union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement for employees including mechanics, building inspector, facility servicemen, maintenance supervisors, billing clerks, secretaries, clerk/secretary, bookkeeper, recreation secretary and all employees of the Department of Public Works of Grosse Ile Township.

ARTICLE 3
AID TO OTHER UNIONS

The employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the union during the term of this contract.

ARTICLE 4
AGENCY SHOP

4.1 Each employee, who on the effective date of the agreement is a member of the union, shall sign an authorized dues deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract.

4.2 Employees who are not members of the union at the effective date of the agreement shall, as a condition of employment, join the union within thirty (30) days.

4.3 Newly hired, transferred or rehired employees shall, as a condition of employment, join the union at the end of thirty (30) days.

4.4 In the event that an employee does not join the union and execute an authorization for a dues deduction card as provided in Section 4.1 above, or if a union member becomes sixty (60) days in arrears in the payment of his/her membership dues/fees, such employee shall, as a condition of continued employment by the employer, cause to be paid to the union a sum equal to the dues and assessments referred to in said sub-paragraph 4.1. Such payment shall be in cash or by payroll deduction authorized in the same manner as set forth in sub-paragraph 4.1. If the representation fee is not paid, the employer, upon receiving a signed statement from the union indicating that the employee has failed to comply with this condition, shall immediately notify the employee that his/her services shall be discontinued. The employer, the union and the employee shall confer prior to enforcing this provision. The refusal of said employee to contribute fairly to the cost of negotiations and the administration of this and subsequent agreements is recognized as a just and reasonable cause for termination of employment.

4.5 The union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.

4.6 Deductions for any calendar month shall be remitted to the Treasurer of AFSCME Local 292. In the event that a refund is due to any employee for any sums deducted from wages and paid to the union, it shall be the responsibility of such employee to obtain the appropriate refund from the union.

4.7 The Township shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the township fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the union.

4.8 If there is an increase or decrease in union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

4.9 The employer agrees to deduct the union membership initiation fees, assessments, and dues once each month from the pay of these employees who individually request in writing that such deductions be made. This authorization shall be irrevocable during the term of this agreement.

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4.10 Authorization for payroll deduction:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTION

By: _____

(Please Print)

Last Name First Name Middle Name

To: THE TOWNSHIP OF GROSSE ILE

Effective _____, I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, Local Union Chapter No. 292, and effective the same date to deduct from my earnings the second (2nd) payroll period of each month, a sufficient amount to provide for the regular payment of the current rate of monthly union dues as certified by the union. The amount deducted shall be paid to the Treasurer of Trenton Local 292 of the American Federation of State, County and Municipal Employees.

Employee's Signature

Employee's Street Address

City and State

When deductions begin: Check off deductions, under all properly executed authorization for check-off of dues forms, shall become effective at the time that the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

ARTICLE 5
STEWARDS

5.1 There shall be two union stewards for the bargaining unit. The stewards shall be full-time employees of the Township and members of the unit. One steward shall be a maintenance



employee and shall represent all maintenance employees in the unit. The other steward shall be a clerical employee and shall represent all clerical employees in the unit.

5.2 The stewards and/or chapter chairperson shall be the grievance agents for the union. It shall be the duty of the stewards to represent the grievant and the union in all steps of the procedure as set forth in Article 18 of the Agreement.

5.3 The stewards and/or chapter chairperson, during working hours without loss of pay may, in accordance with the terms of this section, investigate and present grievances to the employer upon having advised their superintendent or department head of same. The superintendent or department head will grant permission and provide sufficient time to the steward to leave his/her work for these purposes, not to exceed 8 hours in any one calendar month. The privilege of the steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards and chapter chairperson will perform their regularly assigned work at all times except when necessary to leave their work to handle grievances as provided herein. The township will not be obligated to pay union representatives for time spent outside of working hours on union business.

ARTICLE 6 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the local chapter chairman and the employer or their designated representative upon the request of either party. Such meeting shall be between not more than one (1) representative of the employer and not more than one (1) representative of the union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The members of the union shall not lose time or pay for time spent in such special conference. This meeting may be attended by a representative of AFSCME Council 25 or a representative of the International Union with equal representation of union and management. The time and place of the conference shall be set by mutual agreement.

ARTICLE 7 PLEDGE AGAINST DISCRIMINATION

7.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or any other protected category. The union shall share equally, with the employer, the responsibility for applying this provision of the Agreement.

7.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

7.3 The employer agrees not to interfere with the rights of employees becoming members of the union, and there shall be no unlawful discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of union or political membership or because of any activity in an official capacity on behalf of the union.

7.4 The union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 8

SENIORITY AND SENIORITY LIST

8.1 New employees hired in the bargaining unit shall be considered as probationary employees for the first ninety (90) days of their employment. The ninety (90) day probationary period shall be accumulated in not more than one (1) year. When an employee finishes the probationary period by accumulating ninety (90) days of employment, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the day of hire. The probationary period may be extended an additional thirty (30) days with the approval of the Union.

8.2 The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 8.1 of this agreement, except discharged and disciplined employees for other than union activity. Seniority shall be on a unit wide basis in accordance with the employee's last date of hire.

8.3 If two or more employees achieve seniority on the same date, seniority shall be determined alphabetically by surname on the date of appointment.

8.4 (a) The Seniority List, on the date of this agreement, will show the names of all employees of the unit entitled to seniority.

(b) The employer will keep the seniority list up to date at all times, and will provide the local chapter chairperson with up-to-date copies of the seniority list on request.

ARTICLE 9

LOSS OF SENIORITY

9.1 A seniority employee of the bargaining unit shall lose his/her seniority for the following reasons only:

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- (a) He/she quits.
- (b) He/she is discharged and the discharge is not reversed through the grievance procedure.
- (c) He/she is absent for three (3) consecutive working days without notifying the employer. After such absence, the employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. In extenuating circumstances exception may be made by the employer. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions may be made by the employer.
- (e) Return from sick leave and leaves of absence will be treated the same as (c) above.
- (f) The employee is retired.
- (g) The employee is laid off for a continuous period exceeding the length of his/her seniority.

ARTICLE 10
LAYOFF AND RECALL

10.1 The word "layoff" means a reduction in the working force due to a decrease of work and/or financial reasons. Layoff shall be by seniority, least senior employee first, provided that the more senior employee is capable of performing the work. The following procedure will be mandatory:

- (a) Part-time temporary or seasonal employees shall be laid off first.
- (b) Probationary employees shall be laid off second.
- (c) Full-time employees shall be laid off next in the inverse order of their seniority, provided that the more senior employee is capable of performing the work.

10.2 Employees to be laid off for an indefinite period of time will have at least seven (7) working days' notice of layoff. The local union secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

10.3 When the working force is increased after a layoff, employees will be recalled in inverse order according to seniority, provided that the employee recalled is capable of performing the work. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If an employee fails to notify of his/her intent to report to work within five (5) days from the date of mailing notice of recall, he/she shall be considered a quit.

10.4 The chapter chairperson shall be the last employee laid off regardless of placement on the seniority list.

ARTICLE 11
JOB POSTING AND BIDDING

11.1 All job openings in the bargaining unit shall be posted for five (5) days. The posting shall include a job description and the final date for application.

11.2 Interested employees shall apply in writing. Jobs will be awarded to the highest qualified senior bidder.

11.3 During a six (6) month trial period, the employee shall have the right to revert back to his/her former job classification. If the employer is dissatisfied with the employee's performance in the new position within the six (6) month trial period, notice and reasons shall be submitted to the union by the employer with a copy to said employee. During the trial period the said employee will receive the increased rate of pay for the work he/she is performing. Employees temporarily required to work in a higher classification shall be paid the rate of the higher classification for the entire period of such work.

11.4 When a new job is placed in the bargaining unit and cannot be properly placed in an existing classification, the employer will establish a classification and rate structure to apply. In the event the union does not agree that the description and rate are proper, the union shall have the right to request a special conference and, if the matter is not settled, to submit the matter into grievance procedure at the second step.

11.5 Transfers The employer agrees that in any movement of work, he/she will discuss the movement with the union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 12
VETERANS AND RESERVE ARMED FORCES EMPLOYEES

12.1 The township and the union agree to abide by the Military Selective Service Act of 1967, as amended, and with the Armed Forces Reserve Act of 1952, with respect to the employment rights of veterans.

12.2 Employees who are reinstated, in accordance with the Universal Military Training Act as amended and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority, in order to attend school full time, under applicable Federal laws in effect on the date of this agreement.

12.3 Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Township of Grosse Ile when they are on full time active duty in the Reserve or National Guard, provided proof of services and pay is submitted with a maximum of two (2) weeks per year.

ARTICLE 13
LEAVES OF ABSENCE

13.1 A regular employee may be granted a leave of absence without pay upon prior written request as recommended by the department head, approved by the township, subject to the following regulations:

(a) Such leave shall not be granted for more than six (6) months, but may be renewed once upon written application by the employee. Seniority shall continue to accumulate for the duration of any such leave; however, seniority accumulated in excess of thirty (30) days will not be utilized toward benefit calculation upon the employee's return to work.

(b) An employee granted a leave of absence for non-medical reasons shall be restored to his/her position on the expiration of the leave, or if approved by the township, before the expiration thereof. (Medical leave shall require approval.)

(c) In the event the employee's position has been abolished, he/she shall be returned to service in the following manner:

(1) If there is a probationary employee or employees serving in a position of the same class in the unit in which the individual was formerly employed, the most recently appointed probationary employee shall be separated and the returning employee appointed to the position.

(2) If there is no probationary employee in that position in the unit where the individual was formerly employed, the name of the returning employee shall be put at the head of the re-employment list for that class. Should the names of two (2) or more employees returning from

leave be placed on the re-employment list, the names shall be arranged in order of seniority.

13.2 Any member of the bargaining unit may be given a leave of absence to accept an appointed governmental job outside the bargaining unit which leave may be renewable yearly.

13.3 Members of the union elected to local union positions or selected by the union to do work which takes them from their usual employment with the employer shall, at the written request of the union, receive a temporary leave of absence and, upon their return, shall be re-employed at work with accumulated seniority. Such leave may be renewed yearly.

13.4 All leave requests shall state the exact date on which the leave begins and the exact date on which the employee is to return to work.

13.5 If an employee obtains a leave of absence under false pretenses or continues on leave for a reason other than stated at the time the request is made, the employee will be terminated from his job unless the township denied the employee the right to return to work prior to the end of a previously granted leave.

13.6 In no event shall a leave of absence exceed two (2) years and a second leave of absence cannot start until an employee has been back at work for six (6) months.

13.7 Family and Medical Leave

(a) To be eligible for leave under this provision, an employee must have been employed by the employer for at least 12 (twelve) months and worked at least 1,250 (one thousand two-hundred fifty) hours during the 12 month period before the leave is requested.

(b) Eligible employees are entitled to a total of 12 (twelve) workweeks of unpaid leave during any 12 (twelve) month period in any of the four following circumstances:

(1) Birth or Child Care: Birth or care for a biological or adopted child, foster child, stepchild, legal ward or person standing under a loco parentis relationship to the employee. The individual under care must be under age 18 (eighteen), or if over 18 (eighteen) mentally or physically incapable of self-care.

For births, entitlement to this leave expires 12 (twelve) months after the birth.

Intermittent leave or reduced work schedules are not available unless both the employer and employee agree to such leave or schedule.

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The employer may require or the employee may elect exhaustion of accrued paid vacation leave, personal leave, or family leave, which may be substituted for any part of the 12 (twelve) week period.

Spouses employed by the Township may have their aggregate leave limited to 12 (twelve) weeks.

If the need for birth or placement leave is foreseeable, employees are required to provide the employer with at least 30 days' notice of the anticipated leave.

(2) Adoption or Foster Care: Placement of an adopted or foster child, step child, legal ward or person in a loco parentis relationship under the employee. The individual subject to placement must be under 18 (eighteen), or over 18 (eighteen) if incapable of self-care because of mental or physical disability.

This entitlement expires 12 (twelve) months after the date of placement.

Intermittent leave or reduced work schedules are not available unless both the employer and employee agree to such leave or schedule.

The employer may require, or the employee may elect, exhaustion of accrued paid leave or vacation leave, personal leave, or family leave, which may be substituted for any portion of the 12 (twelve) week period.

Spouses employed by the Township may have their aggregate leave limited to 12 (twelve) weeks.

If the adoption or foster care event is foreseeable, employees are required to provide the employer with at least 30 days' notice of anticipated leave.

(3) Care for Family: To care for a spouse; biological, adopted, or foster child; stepchild; legal ward, or a person formerly in loco parentis to the employee or individual who stands in loco parentis under the employee. Except for biological parents or individuals formerly in loco parentis to the employee, the person under care must be under age 18 (eighteen), or over age 18 (eighteen) if incapable of self-care because of a mental or physical disability.

Leave under this subsection may be taken intermittently or on a reduced schedule, without employer-employee agreement, when medically necessary and subject to medical certification.

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If intermittent leave or reduced schedules are foreseeable because of planned

treatment, the Township may temporarily transfer any employee to another position of equivalent pay and benefits which better accommodates the leave.

If intermittent leave or reduced schedules are foreseeable, employees are required to make a "reasonable effort" to schedule treatment so as not to unduly disrupt employer operations. Employees are further required to give 30 days' notice, where possible.

Exhaustion of accrued paid leave, vacation time, or family leave may be required by the Township, or elected by the employee, and substituted for any part of the 12 (twelve) week period.

Spouses employed by the Township may have aggregate unpaid leave limited to 12 (twelve) weeks to care for a biological parent or loco parentis person.

(4) Serious Health Conditions of the Employee: A serious health condition (injury, illness, impairment, mental condition, physical condition requiring hospital, hospice, or residential care or continuing out-patient treatment) that renders the employee unable to perform the functions of the job.

Intermittent leave or reduced schedules are available without employer consent when medically necessary.

If intermittent leave or a reduced schedule is foreseeable because of planned treatment, temporary transfers may be made by the employer to a position of equivalent pay and benefits.

Exhaustion of accrued paid leave, vacation time or family leave may be required by the employer or elected by the employee and substituted for any portion of the 12 (twelve) week period.

(c) Medical Certification: In order to be eligible for disability or family leave for health care, a health care provider must certify in writing that the employee is unable to perform his/her required duties or certify the existence and nature of the family member's medical or physical condition. Medical certification regarding any employee leave for employee care or family care, must, at a minimum, state:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;

(4) 1. For purposes of leave for family care, a statement that the employee is needed to care for the son, daughter, spouse, or parent and an estimate of the amount of time that such employee is needed to care for the son, daughter, spouse, or parent; and

(4) 2. For purposes of employee health leave, a statement that the employee is unable to perform the functions of the position of the employee;

(5) In the case of certification for intermittent leave, or leave on a reduced leave schedule, for for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment;

(6) In the case of certification for intermittent employee health leave, or leave on a reduced leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; and

(7) In the case of certification for intermittent family leave or leave on a reduced leave schedule, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the son, daughter, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

The Employer reserves the right to require, at its expense, that the employee obtain a second opinion from another health care provider with regard to the eligible employee or family member's medical condition and whether such condition warrants a leave. In the event of conflicting opinions, a third opinion may be sought, at the employer's expense, from a provider selected by the employer and employee.

(d) Job Restoration: On return from leave, an eligible employee is entitled to return to the position held at the commencement of leave or an equivalent position, with equivalent benefits, pay and other terms and conditions of employment.

Benefits accrued prior to the leave shall not be forfeited because of the leave.

Unless agreed upon elsewhere in this labor agreement, seniority and non-health benefits shall not accrue during the leave.

As a condition to job restoration following an employee illness leave, the employer may require medical certification of the employee's ability to return to work.

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The employer may require employees on leave to periodically report on their intention to work.

The employer can recover the premium for coverage maintenance if the employee fails to return to work upon leave expiration, unless the failure to return is caused by a continuation, recurrence, or onset of a serious health condition or other care problems covered by the leave provisions, or other circumstances beyond the employee's control. Claims of failure to return to work because of serious health problems are subject to medical certification.

Failure to return to work at the expiration of the disability leave, or any extension thereof, is equivalent to resignation. Disability leaves shall not extend beyond 12 (twelve) months from the date of the initial leave.

ARTICLE 14 UNION BULLETIN BOARD

The employer will provide a bulletin board in each location of employment which may be used by the union for posting notices. The union shall have exclusive rights to these bulletin boards. The three places of employment are defined as Township Hall, Water's Edge Country Club and the Township offices at the Airport.

ARTICLE 15 WORKING HOURS

15.1 All employees are expected to be at their regularly assigned job at their scheduled starting time.

15.2 The regular working day for all maintenance classifications, Building Inspector and Water's Edge Office Coordinator shall consist of eight (8) hours per day on regularly scheduled shifts. The regular working day for all other employees shall be eight (8) hours per day on regularly scheduled shifts. See, however, Memorandum of Understanding re: Working Hours.

15.3 The Supervisor will give the necessary time prior to quitting time to wash up.

15.4 The regular work week shall consist of a permanent assignment of five (5) consecutive days, Monday through Friday.

15.5 Employees will be granted a 15 minute relief period in the morning and one in the afternoon.

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ARTICLE 16
OVERTIME

16.1 All unit employees shall work overtime upon request and approval of their department supervisor.

16.2 Management shall equalize overtime as nearly as practical among employees holding like job classifications. Whenever overtime is required, the person with the least number of overtime hours in that classification will be called first, and so on down the list to equalize the overtime hours.

16.3 For the purposes of this clause, time not worked, because the employee was unavailable or did not choose to work, will be charged at a maximum number of hours of any employee working during that period. On April 1st of each year the accumulation of hours for all employees will be reduced to zero, and the list commenced again with no transfer of accumulated hours from year to year. Employees newly entered in a group as a new hire, a transferred or promoted employee, shall be credited with the highest number of hours of the equalization group which he enters.

16.4 Overtime turned down by an employee for any reason shall be charged to that employee at the maximum number of hours of any employee working during that period. The township, in assigning overtime, shall ask down the seniority list by each classification necessary to perform overtime work and shall proceed up the seniority list, least senior employee first, until a full complement of employees is secured. Where an employee agrees to report to overtime work and then fails to report, such absence shall be unexcused unless the employee was unable to work for reasons acceptable to the employer.

16.5 Time and One-Half Will Be Paid as Follows: After an employee reports to his/her regular shift and commences work, he/she will be guaranteed a regular shift. Any hours worked in excess shall be paid at time and one-half.

16.6 Time and one-half will be paid for Saturdays and double time for Sundays and holidays as such, except when a shift starts on a Friday and continues into Saturday, provided that hours in excess of the regularly scheduled shift or regularly scheduled work week will be paid at time and one-half.

16.7 Call In Time: Employees called back to work shall be paid a minimum of three (3) hours at the appropriate premium rate.

16.8 If employees have to delay their lunch period for more than one (1) hour at the request of the department head or his/her designee, they shall have the option of taking a later lunch or be paid at the rate of time and one-half for the missed lunch period.

ARTICLE 17
DISCIPLINE AND DISCHARGE

17.1 Verbal discipline will take place in private.

17.2 Discipline cases that result in a written reprimand shall be in private. The employee may request that representatives of the union be present.

17.3 Employees shall not be discharged without just cause.

17.4 Employees may be suspended for disciplinary reasons. The steward shall be called and the reason for suspension shall be explained in the employee's presence. The first suspension shall not be for more than three (3) days. All suspensions shall be without pay.

17.5 If a suspension is changed to discharge, the discharge shall not be effective until three (3) days.

17.6 Discharges must be preceded by suspension of at least three (3) days. A written statement of the reasons for a discharge shall be given to the affected employee and to his/her steward. The employer shall decide, during the aforementioned three (3) calendar day period dependent upon the facts of the case, whether the suspension without pay already given is considered sufficient, should be extended or reduced, should be converted into a discharge, or that no discipline should be given. In the event the affected employee believes that his/her discharge is unjust, the matter may be processed through the grievance procedure starting at the second step thereof, provided he/she filed a written grievance at that step after the date of discharge. In the event it should be decided by the employer or under the grievance procedure, that the employee was unjustly discharged or excessively disciplined, the employer shall reinstate such employee and pay full compensation, partial, or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be the employee's regular rate of pay as of the start of the suspension.

17.7 In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than twelve (12) months previously.

ARTICLE 18
GRIEVANCES

18.1 A grievance is a complaint by an employee or the union allegedly caused by a violation, misapplication or misinterpretation of any provision of this agreement.

18.2 The grievant or union representative shall inform the supervisor of the article and section allegedly violated, the date of the event, and the name of the employer's representative involved.

18.3 Grievances shall be filed within five (5) working days of the event given rise to the grievance. The parties recognize the need for an orderly grievance procedure and agree to the following steps. In each step the days noted must be followed.

18.4 Step 1 Any employee having a grievance shall first take up the matter with his/her immediate department head and, if so desired, his/her steward. The department head shall attempt to adjust the matter and shall respond to the steward or employee within five (5) working days.

18.5 Step 2 Written Presentation If the grievance has not been settled it shall be presented in writing by the union steward or the union grievance committee to the department head within five (5) days after the supervisor's oral response is due. The department head shall respond to the union steward or the grievance committee in writing within five (5) working days.

18.6 Step 3 If the grievance still remains unadjusted, it shall be presented by the steward, union representative, or grievance committee to the Township Administrator or designee within five (5) days after the response of the department head is due. The Township Administrator or designee shall respond in writing to the union steward (with a copy of the response to the local union chapter chairperson) within fifteen (15) working days.

18.7 Step 4 If the grievance is still unsettled, either party by written notice to the other party may request arbitration within fifteen (15) working days after the reply from the Township Administrator or designee. Arbitration shall be conducted by and under the rules of the American Arbitration Association. The power of the arbitrator stems from this agreement and his/her function is to interpret and apply this agreement and to pass upon alleged violations thereof. He/she shall have no power to add to, subtract from, or modify any of the terms of this agreement, nor shall he/she have any power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding upon the employer, the union, and the grievant. The arbitrator shall present to each party a written answer within thirty (30) days of the arbitration hearing. The costs for the arbitrator's services including his/her expenses, if any, shall be borne equally by the parties. Each party shall pay its own expenses.

18.8 No grievance shall be processed unless it is presented within five (5) working days of its occurrence. The time limits set forth above in Steps 1 through 4 may be extended for good cause shown or mutual consent of the parties. Grievances not answered at any step of the grievance procedure within the time limits for that step will automatically progress to the next step of the procedure, provided that this language shall not be construed as a waiver of the township's obligation to answer a grievance at any particular step.

ARTICLE 19
WAGES AND FRINGES

19.1 Hospitalization and Medical Insurance

- (a) Employees will be offered three (3) different insurance options:
- 1) Health Alliance Plan (HAP)
 - 2) M-Care
 - 3) Opt-Out provision

A family continuation coverage rider will be provided.

b) Employees will be allowed to opt out of the medical insurance program and receive a benefit of \$1,500/year, covering the calendar year. Due to the IRS Rules and Regulations concerning Section 125 Plans, the Township Plan will be on a calendar year basis with "opt out" payments made during January of the Plan year. Should an employee leave the Township's employ or choose to re-enroll in the Township's insurance program prior to the end of the calendar year, the "opt out" payment will be prorated. The Union and employees agree that the amount of any overpayments will be promptly returned to the Township or may be deducted from the employee's final paychecks.

An employee who "opts out" of the insurance program may opt back into the program under the insurance company's rules. To "opt out" of the program, an employee must submit proof of alternate insurance coverage.

(c) When employment and seniority is interrupted by layoffs, discharge, quit, leave of absence or any other reason, all insurance coverage will continue only for the balance of the month in which termination occurs or until the next premium is due, whichever is later, except, as herein specifically provided otherwise.

(d) Should the employer be obligated by law to contribute to a governmentally sponsored insurance program--state, national, or otherwise--which duplicates the benefits provided by the employer under insurance policies currently in effect as a result of this agreement, it is the intent of the parties that the employer shall be permitted to cancel coverage and to escape such double payment; the employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental insurance programs.

(e) It is specifically understood and agreed that benefits shall cease upon death of the employee whether or not the period of the policy is exhausted, and in the event the policy provides for survivor benefits and there is no eligible survivor, no benefits shall be paid.

(f) At no time will benefits be decreased during the term of this agreement through changing the insurance policy. The Township will pay the premiums on the hospitalization and medical coverage for all employees and their families for the term of this agreement under the terms of full family coverage in the policy.

(g) An employee who retires under the provisions of Section 19.20 shall have the same hospitalization and medical coverage (or substantially equivalent) as he or she was receiving upon retirement with the following stipulations:

Prior to age sixty-five (65): Said coverage shall be for the retiree and his or her spouse only (providing the spouse does not have the opportunity to obtain coverage from a current or prior employer or elsewhere). Spouses who decline such coverage upon retirement from their employer or elsewhere may purchase (at their own cost) the additional coverage from the Township. In the event that the spouse does not have the opportunity to enroll in any health insurance program during retirement from their employer or elsewhere, the Township will provide spousal coverage at no cost to the employee. Dependent coverage will not be provided or be available.

At age sixty-five (65) and beyond: Medical coverage for the retired employee and his or her spouse will be secondary to and coordinated with Medicare and all other medical benefits available to the retiree and his or her spouse. Should the Medicare system no longer exist, the Township will continue to provide retiree health care coverage per the requirements of this contract.

Working beyond the age of sixty-five (65): Should an individual be employed by the Township beyond the age of sixty-five (65), he or she shall have the same health insurance benefits as any other bargaining unit employee on active status with the Township.

(h) The Township will reimburse the retiree (and eligible spouse) for co-insurances and deductibles incurred by that individual for out-of-network insurance expenses when the option for in-network care is not available where the retiree lives. Any services listed Out-Of-Network as "not covered", expenses are not reimbursable under this agreement. Reimbursements will take place after submission of paid receipts to our Third Party Administrator within a reasonable time period.

In the event that a retiree decides to reside out of the service area of either HAP or M-CARE, the retiree has the option of accepting the M-CARE out of service benefit

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levels (including reimbursement eligible under the Township's Medical Reimbursement plan) or purchasing an individual health insurance policy of equivalent coverage where the retiree resides, and the Township will reimburse for the premium costs.

The Township reserves the right to review and evaluate the retirees choice of plan to determine equivalency.

(i) Benefits for otherwise eligible employees will become effective on the first day of the calendar month following the 30th calendar day of completion of probationary employment.

19.2 Dental Insurance The employer will pay the full premium for full family coverage as follows (the insurance shall be distributed to members):

(a) Normal routine service:

Employee cost	20%
Insurance carrier	80%
No maximum	

(b) Orthodontic services:

Employee cost	50%
Insurance carrier	50%
\$500 Lifetime Maximum	(for dependent children only)

(c) Prosthodontic services:

Employee cost	50%
Insurance carrier	50%
\$1,000 maximum, per year per person covered	

19.3 Life Insurance The employer agrees to pay the full premium of term life insurance with accidental death and dismemberment in the amount of \$50,000.

Employees will be provided with a \$5,000 life insurance benefit at retirement, and retirees will be permitted to purchase up to \$10,000 additional life insurance.

19.4 Jury Duty An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Employees shall report for work on those days of the week when, by rule or custom, no jury trials are conducted. If an employee is required to sit on a jury or spend time on a jury panel, such employees shall not be required to report for work on those days he/she sits on such jury or panel. To be eligible for jury duty pay differential, the employee must furnish the employer with a written statement from the

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appropriate official, listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

19.5 Uniforms The employer will provide uniforms to employees in maintenance classifications each year as follows:

4 shirts	1 light jacket	2 pair hard toe protective shoes
4 pants	1 heavy jacket	

In addition, after probation, 4 additional shirts and pants will be provided to new employees. Uniforms must be worn while working for the employer. Additional uniforms may be purchased from the employer at cost. In addition, the employer will provide a lump sum payment of \$425.00 per year, payable on December 1 of each year.

19.6 Payroll Deductions - Credit Union The employer will make payroll deductions for the Trenton Governmental Employees Credit Union upon presentation of the proper payroll deduction authorization.

19.7 Use of Personal Vehicles An employee will be paid the prevailing mileage rate established by the Internal Revenue Service in effect the preceding April 1. That rate will remain in effect until the following April 1 when the new rate, if there is a change, will be effective.

19.8 Holidays Employees shall be paid for, and shall not be required to work on, the following recognized holidays.

- | | | |
|--------------------|---------------------------|--------------------|
| 1. New Year's Day | 5. Independence Day | 9. Christmas Eve |
| 2. President's Day | 6. Labor Day | 10. Christmas Day |
| 3. Good Friday | 7. Thanksgiving Day | 11. New Year's Eve |
| 4. Memorial Day | 8. Day after Thanksgiving | |

19.9 Vacations Full time employees will earn credit toward vacation with pay in accordance with the following schedule:

1 year	1 week
2-4 years	2 weeks
5-9 years	3 weeks
10 years and up	4 weeks

Full-time employees hired after the ratification date of this contract will earn three (3) weeks credit toward vacation with pay after five (5) full years of service.



19.10 Vacation Bank/Use. Employees will be permitted to bank the following vacation days:

1 - 5 Years	-	10 days
6-10 Years	-	15 days
11-15 Years	-	20 days
16+ Years	-	25 days

Vacations shall be accrued and used by the employee on a fiscal year basis.

Vacation requests are subject to the approval of the management. Vacations may be split into one or more weeks or days with prior approval of the management. Such approval will not be unreasonably denied.

19.11 When a holiday is observed by the employer on a day other than Saturday or Sunday during a scheduled vacation, the vacation will be extended one day continuous with the vacation. Vacation time must be used as time off work.

19.12 If an employee is laid off, dies, or retires, he/she or the employee's estate will receive any unused vacation credit, including that accrued in the current calendar year. A recalled employee who received credits at the time of layoff for the current calendar year will have such credits deducted from his/her vacation the following year. Employees will be paid their current rate based on their regular work day, be it seven (7) or eight (8) hours, while on vacation, and will receive credit for benefits provided for in this agreement.

19.13 If a payday falls during an employee's vacation, he/she will receive that check in advance before going on vacation.

19.14 Meal Allowance When an employee is required to work for four (4) hours or more beyond his/her regular quitting time, the employer will pay a meal allowance of \$4.50.

19.15 Personal Business Days Employees will be granted four (4) business days per fiscal year to be taken with the approval of management. During the employee's probationary period, although the employee is not entitled to paid personal time off, the employee may take time off without pay with the advanced permission of management.

19.16 Severance Pay Accrued vacation time will be paid upon severance of employment with the employer, except when fired for cause or when an employee does not give at least five (5) days' notice of leaving.



19.17 Hourly Pay Rates

<u>Classification</u>	<u>Rate Effective Dates</u>		
	<u>04/01/95</u>	<u>04/01/96</u>	<u>04/01/97</u>
Airport Maintenance Lead	19.26	20.03	20.43
Airport Maintenance	14.84	15.44	15.74
Airport Maintenance II	11.67	12.14	12.38
Airport Maintenance III	11.35	11.80	12.04
Water's Edge Office Coordinator			
Water's Edge Maintenance I	14.84	15.44	15.74
Water's Edge Maintenance II	11.67	12.14	12.38
Building Inspector	17.48	18.18	18.54
Building Permit Clerk	11.05	11.49	11.72
Assistant Building Permit Clerk			
Treasurer's Office Secretary	13.28	13.81	14.08
Floating Secretary	9.60	9.98	10.18
Recreation Secretary	9.02	9.38	9.57
Township Hall Maintenance	11.74	12.21	12.46
DPW Maintenance Lead	19.80	20.59	21.00
DPW Maintenance I	17.27	17.96	18.32
DPW Maintenance II	16.32	16.97	17.31
DPW Bookkeeper	13.28	13.81	14.08
DPW Assistant Bookkeeper	10.69	11.12	11.34

Persons will be assigned to classifications by department management. Job descriptions will be kept on file in the department office.

19.18 SICK LEAVE

(a) Paid sick leave shall be earned at the rate of one (1) day per month during the fiscal year accumulative to a maximum of 180 days.

During their first five (5) years of service, employees hired after the ratification date of this contract will earn ½ sick day per month or six (6) sick days per year.

(b) Employees on sick leave shall continue to receive all fringe benefits noted in this agreement, and be deemed to be on continued employment.

(c) Sick leave for seniority employees shall be used for the following reasons: acute personal illness or incapacity over which the employee has no reasonable control, absence from work because of exposure to contagious disease which, according to a physician's statement, would constitute danger to the health of other employees by attendance at work.

(d) Time off due to compensable injury shall not be deducted from earned sick leave.

(e) All employees shall accumulate sick leave from the date of hire. Probationary employees shall accumulate sick leave but cannot be paid sick leave.

(f) Employees laid off shall have accumulated sick leave frozen at the time of the layoff. Recalled employees shall have frozen sick leave available upon return to work.

(g) An employee using paid sick leave on a scheduled holiday will be paid for the holiday. An employee cannot be paid for both on the same day, nor will he or she be charged for a sick day.

(h) An employee who transfers from one department to another shall transfer any unused sick leave.

(i) Upon retirement, the employer will pay to an employee an amount equal to one-half ($\frac{1}{2}$) of an accumulated sick time bank at the current daily rate with a maximum payout equal to 45 days pay for the period April 1, 1987 through March 31, 1988 and a maximum of 60 days pay thereafter. If death occurs while the employee is still a full time employee of the township, the employer will pay off the full amount of the accumulated sick time back at the current daily rate, up to a maximum of 180 days,

to the spouse or estate of the employee. An amount equal to one-fourth ($\frac{1}{4}$) of the accumulated sick time bank, up to a maximum equal to 45 days pay at the current daily rate, will be paid to the employee who resigns after 5 years of service. An employee who is discharged or an employee who resigns prior to five (5) years of service shall forfeit his/her rights to the accumulated sick time bank and receive no payout from the employer.

(j) The Employer reserves the right to request a medical certificate or other documentation and/or to send the employee for a medical or other examination if an employee uses three (3) or more consecutive sick days or if the Employer has reasonable cause to believe that sick leave is being abused.

(k) Leaves requested due to illness must be accompanied by a medical doctor's certificate stating that the employee is unable to work and stating the reason. The employer may require further medical reports from time to time on all sick leaves in excess of six (6) months. The employee may be examined by a township appointed medical doctor.

(l) Any seniority employee who worked the year from April 1 to March 31 and does not take any sick leave shall be granted an additional three (3) days vacation.

(m) Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, or are members of the Reserve and are called to active duty, or enlist in the Armed Forces during a national emergency shall have accumulated sick leave frozen. Employees returning to active employment at the Township of Grosse Ile shall have frozen accumulated sick leave credited to them if they return to work within ninety (90) days of discharge or release from the Armed Forces.

19.19 Funeral Leave An employee will be allowed three (3) working days for local funeral leave and five (5) days for funerals 300 or more miles from home for a death in the "immediate family." One day shall be allowed for death of a relative. Any employee selected to be a pallbearer for a deceased employee shall be allowed one bereavement day. Said bereavement days will not be deducted from sick leave. Probationary employees shall be granted the same leave days but without pay.

(a) Immediate family is to be defined as follows: mother, father, sister, brother, wife, husband, son, daughter, mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, aunt, uncle, or a member of the employee's household.

(b) Relatives are defined as grandson, granddaughter, brother-in-law, and sister-in-law.

19.20 Retirement Employees shall be covered by the Municipal Employee's Retirement Systems (MERS), Benefit Program B-3, Options FAC-3, F55-25 and E-2. Said benefits commenced on the date of the signing of the 1991-95 agreement.

19.21 Optical Plan Effective April 1, 1986, the employer shall provide for the employees and their immediate family an optical plan known as Vision Service Plan, plan "C", with \$5.00 deductible for the exam and \$10.00 deductible for materials, or its equivalent. Premiums shall be paid by the employer. The Employer reserves the right to change carriers provided equivalent benefits are provided.

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ARTICLE 20
NO STRIKE

During the life of this agreement, there shall be no strikes.

ARTICLE 21
TEMPORARY EMPLOYEES

With respect to the hiring of temporary employees (seasonal employees excepted) it is agreed that in no case will the period of employment of these temporary employees exceed ninety (90) days. Temporary employees may not be re-hired until six (6) months after their last working lay-off day.

ARTICLE 22
MANAGEMENT RIGHTS

22.1 The Township, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the law, the Constitution of the State of Michigan, and the Constitution of the United States and all amendments made thereto and conferred upon and vested in it by virtue of any ordinances or resolutions passed by the elected officials of the township not in conflict with the express provisions of this collective bargaining agreement.

22.2 The township further retains and reserves unto itself all rights which are ordinarily vested in and are exercised by employers, except such as are specifically and expressly relinquished in this agreement, including but without limiting the generality of the foregoing, the right to:

- (a) Manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment used, and the discontinuance of any services, materials or methods of operation.
- (b) Introduce new equipment and methods, to change or eliminate existing equipment, to institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- (c) Construct new facilities or to improve existing facilities.
- (d) Determine the size of the work force and to increase or decrease its size.
- (e) Hire, assign and lay off employees, to reduce the work week or the work days or effect a reduction in hours worked by combining layoffs and reductions in work

week or work days except as is expressly limited by express provisions of this collective bargaining agreement.

(f) Direct the work force, assign work and determine the number of employees assigned to the operation.

(g) Contract for any or all work services or for the construction of new facilities or the improvement of existing facilities.

(h) Establish, change, combine or discontinue job classifications and prescribe and assign duties.

(i) Determine lunch periods, rest periods, the starting and quitting time, the number of hours to be worked except as such are expressly limited by express provisions contained within this collective bargaining agreement.

(j) Establish work schedules.

(k) Discipline and discharge employees for just cause as determined by the Township in the manner as provided for in this agreement.

(l) Adopt, revise and enforce working rules and to carry out cost and general improvement programs.

(m) Promote and demote employees from one classification department to another.

(n) To select employees for positions and determine the qualifications and competency of employees to perform available work. The Township agrees that the rights of the union are specifically and expressly set forth in this agreement and that all subjects not specifically expressed or listed in this agreement are retained by the Township.

ARTICLE 23
SUBSTANCE ABUSE/ALCOHOL TESTING

23.1 Testing The employer has the right to conduct drug/alcohol testing under the following circumstances:

(a) Whenever an employee is involved in a fatal or serious injury accident or incident of any kind or nature;

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(b) As a part of a regular physical examination required by the employer or its insurance carrier or third party administrator;

(c) Whenever there is reasonable suspicion that the employee is under the influence of a controlled substance or alcohol while on duty;

(d) Whenever an employee illegally uses or possesses a controlled substance or is in possession of alcohol while on duty.

(e) Whenever required by DOT regulations or by law. All testing fees, annual exams, and license fees associated with DOT regulations will be paid by the Township.

Any positive results of substance abuse testing shall be subject to confirmative testing. The employer shall have the right to utilize any testing facility it chooses in the initial test, but it is agreed that if that test shows a positive result it shall be re-done using a laboratory which meets the standards recommended by the National Institute on Drug Abuse.

The employer may utilize the Police Department breathalyzer and operator to test employees on duty under the influence of alcohol.

Test results will be strictly confidential.

An employee refusing to submit to an alcohol or substance abuse test shall be subject to discipline up to and including discharge.

An employee who is asked to submit to a substance abuse and/or alcohol test will be allowed to list all prescription and non-prescription drugs, or any other substance which might cause a positive test for the presence of alcohol or a controlled substance.

23.2 Voluntary Admission It is agreed between the parties that any employee who voluntarily admits to management that he or she has an alcohol or substance abuse addiction shall be afforded the opportunity for 30 days of treatment at a reputable rehabilitation facility. Upon satisfactory completion of treatment, said employee shall be entitled to return to his or her former position with no break in service time or benefits. Employees voluntarily entering into a treatment program will be paid at the 50% rate of their normal and regular work week. Employees voluntarily entering into a treatment program may elect to use sick days, vacation days, personal days, and holidays if any occur during their treatment program, in lieu of the 50% rate of regular weekly pay.

23.3 Positive Test Results

(a) First Offense It is agreed between the parties that any employee who, for the first time, tests positive for a controlled substance or is under the influence of

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alcohol while on duty, shall be afforded the opportunity for 30 days of treatment at a reputable rehabilitation facility. Upon satisfactory completion of treatment, said employee shall be entitled to return to his or her former position with no break in service time or benefits.

First offense employees entering into a treatment program will not be paid for time lost as a result of said treatment, but may elect to use sick days, vacation days, personal days, and holidays if any occur during their treatment program, to cover time lost during treatment.

(b) Second Offense It is agreed between the parties that any employee who, for the second time, tests positive for a controlled substance or is under the influence of alcohol while on duty, shall be afforded the opportunity for 30 days of treatment, at a reputable rehabilitation facility at his or her sole expense, and without any cost to the employer. Upon satisfactory completion of treatment, said employee shall be entitled to return to his or her former position with no break in service time or benefits.

Second offense employees entering into a treatment program will not be paid for time lost as a result of said treatment, and may not be paid for time lost as a result of said treatment, and may not use sick days, vacation days, personal days, or holidays that may occur during their treatment program to cover time lost during treatment.

(c) Third Offense It is agreed that if there is a third offense, said employee will not be provided with a further opportunity for treatment at a reputable rehabilitation facility, but will be disciplined up to and including discharge.

23.4 Right to Representation An employee suspected of being under the influence shall meet with his or her supervisor or acting supervisor, and a Union representative, if practicable, and shall be advised of the reasons that the employer has to document management's suspicion. The employee may be questioned about his or her behavior or other reasons that have caused the supervisor to suspect the employee is under the influence of a controlled substance or alcohol.

If, after hearing the employee's explanation, the supervisor still suspects the employee is under the influence of a controlled substance or alcohol, the employer may require the employee to submit to a drug or alcohol detection test in accordance with this article.

ARTICLE 24 SAVINGS CLAUSE

If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of, any provision should be restrained by such tribunal pending a final



determination as to its validity, the remainder of this agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the employer and the union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 25
TERMINATION AND MODIFICATION

25.1 This agreement shall be retroactive to and commence effective April 1, 1995 and shall terminate 11:59 p.m. March 31, 1998, except as noted in Article 19.20.

25.2 If either party desires to terminate this agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice or termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on ninety (90) days' written notice prior to the current year's termination date.

25.3 If either party desires to modify or change this agreement, it shall, ninety (90) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been given, in accordance with this paragraph, this agreement may be terminated by either party on ten (10) days' written notice of termination. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

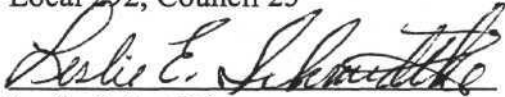
25.4 Notice of Termination or Modification Notice shall be in writing and shall be sufficient if sent by certified mail addressed to AFSCME, Council 25, 23855 Northwestern Highway, Southfield, Michigan 48075.

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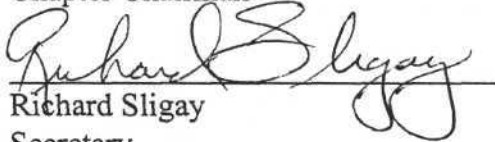
SIGNATURE PAGE

In witness therefore, The Grosse Ile Chapter of Local 292, Council 25, American Federation of State, County and Municipal Employees having ratified this agreement at a legally called meeting of the membership on the 14 day of NOV. 1996 at which meeting a quorum was present according to its bylaws, and the Township of Grosse Ile Board of Trustees having ratified this agreement at a legally called meeting of the Board of Trustees on the 25 day of NOV. 1996 at which a quorum was present according to its bylaws, have caused this instrument to be executed on the 1st day of APRIL, 1995.

Grosse Ile Chapter
American Federation of State, County
and Municipal Employees AFL-CIO
Local 292, Council 25



Leslie Schmidtke
Chapter Chairman



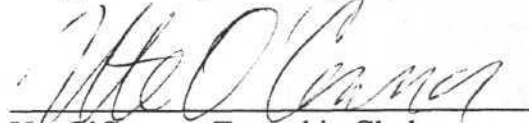
Richard Sligay
Secretary



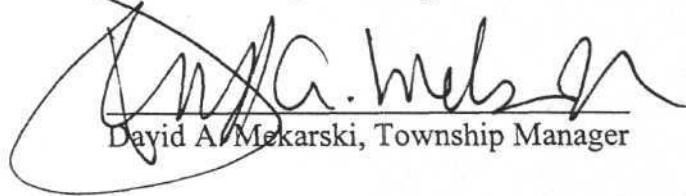
Aldo Venetelli
Council 25 Repman
AFSCME

Township of Grosse Ile

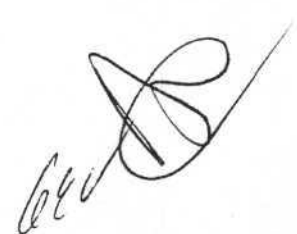
Douglas Jones, Township Supervisor



Ute O'Connor, Township Clerk



David A. Mekarski, Township Manager



LETTER OF UNDERSTANDING: GRIEVANCES

Concerning Grievance #005-92 Elimination of permanent clerk position and Lois Watson doing bargaining unit work: This matter will be adjourned for 90 days after ratification for review by the Township Manager.

AFSCME LOCAL CHAIRPERSON
SUPERVISOR

GROSSE ILE TOWNSHIP

Dated:

MEMORANDUM OF UNDERSTANDING
RE: WORKING HOURS

The Township will seek to provide all employees in the bargaining unit with a working day of eight (8) hours. Overtime will be paid in accordance with Article 16. The eight (8) hour work day for any classification which is not set forth in Section 15.2 of the contract may be terminated at the option of the Township upon which the 1991-95 contract language will govern. The Township will provide two (2) weeks' notice of its intent, and a special conference will be scheduled.

For the Union
Local 292, Grosse Ile Chapter

For the Employer
Township of Grosse Ile

Leslie E. Schmittke
Richard E. Beyer
W. E. [Signature]

W. O. [Signature]
[Signature]

10/21/97
Date

[Signature]

MEMORANDUM OF UNDERSTANDING
RE: FLEX TIME

The parties agree to experiment over the next year with the concept of flex time scheduling. A flex time request will be initiated by an employee and may be scheduled only with the approval of the Township. The experiment with flex time may be terminated at any time by either party upon notice to the other.

For the Union
Local 292, Grosse Ile Chapter

Sylvia E. Schmitt
Richard Ely
Bill E. Schmitt

For the Employer
Township of Grosse Ile

W. O. Connor
Paul R. McKeown

10/21/97
Date

[Signature]

MEMORANDUM OF UNDERSTANDING
PLANTE & MORAN STUDY

The Township agrees to complete its review of the Plante & Moran Study on or before six (6) months from the date of the ratification of this contract, and the parties will meet thereafter to discuss the Study's conclusions and recommendations.

For the Union
Local 292, Grosse Ile Chapter

Dennis E. Schmitt
Richard E. Boyce
Alb. E. [unclear]

For the Employer
Township of Grosse Ile

Alto O'Carroll
James R. Makowski

10/21/97
Date

[Handwritten signature]

MEMORANDUM OF UNDERSTANDING
RE: SECTION 125 PLAN

The Township will set up an IRS 125 Plan for the purpose of allowing bargaining unit employees to purchase additional insurance coverages, medical deductible reimbursement, and dependent care reimbursement plans.

For the Union
Local 292, Grosse Ile Chapter

Leslie E. Schmidt
Richard E. Byg
Allo E. Schmidt

For the Employer
Township of Grosse Ile

Walter O'Connor
James A. Meekins

10/21/97
Date

**AGREEMENT BETWEEN TOWNSHIP OF GROSSE ILE
AND AFSCME, COUNCIL 25, LOCAL UNION CHAPTER 292
TO AMEND COLLECTIVE BARGAINING AGREEMENT
CONCERNING RETIREE LIFE INSURANCE BENEFIT**

WHEREAS, the Township of Grosse Ile ("Township") and AFSCME Council 25, Local Union Chapter 292 ("Union") are parties to a collective bargaining agreement with a duration of April 1, 1995 through March 31, 1998;

WHEREAS, Article 19, Section 19.3 of the contract (p. ___), entitled Life Insurance, currently states in relevant part:

"... Employees will be provided with a \$5,000 life insurance benefit at retirement, and retirees will be permitted to purchase up to \$10,000 additional life insurance."

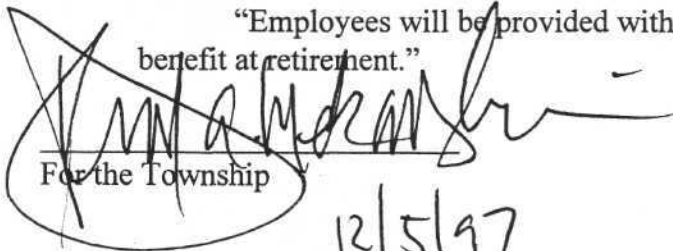
WHEREAS, the life insurance provider will not honor this clause as it pertains to the purchase of additional life insurance by retirees;

WHEREAS, the Township is desirous of providing its retirees with additional life insurance, even if such insurance must be paid for by the Township and, therefore, has agreed to provide retirees with a \$10,000 life insurance benefit;

WHEREAS, the contracting parties have agreed to amend the above-quoted language to state that employees will be provided with a \$10,000 life insurance benefit at retirement;

NOW, THEREFORE, the contracting parties agree to amend the above-quoted language in Article 19, Section 19.3 of the contract to state as follows:

"Employees will be provided with a \$10,000 life insurance benefit at retirement."


For the Township


For the AFSCME Union

Date:

12/5/97

Date:

Dec 3, 1997

LOGAN, WYCOFF, OKUN & SALOMONE, P.C.

ATTORNEYS AND COUNSELLORS AT LAW

13900 SIBLEY ROAD

P.O. BOX 2148

RIVERVIEW, MICHIGAN 48192

KENNETH J. LOGAN
CHARLES E. WYCOFF
RUTHANNE OKUN *
GENO D. SALOMONE
DAVID J. COUTURE, Ed.D.

JOHN H. HUCHLA, JR.
(1927-1992)

* ALSO ADMITTED TO PRACTICE IN ILLINOIS

TELEPHONE
(313) 283-5300

FAX
(313) 283-6577

October 29, 1997

Ms. Ann Silver
Deputy Clerk
Grosse Ile Township
9505 Groh Road
Grosse Ile, MI 48138

**Re: Amendments to POAM and AFSCME
collective bargaining agreements**

Dear Ms. Silver:

Enclosed are Amendments to the POAM and AFSCME collective bargaining contracts. Please call me after reviewing same.

Very truly yours,

LOGAN, WYCOFF, OKUN & SALOMONE, P.C.



Ruthanne Okun

RO:kaj

Enc.